RESEARCH AGREEMENT

This agreement is made as of the first day of April, 1996 ("Effective Date"), between GENERAL ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the State of New York, acting through its Corporate Research and Development component having a mailing address at P.O. Box 8, Schenectady, New York 12301 and through its GE Medical Systems business, having an address at P.O. Box 414, Milwaukee, Wisconsin 53201 (hereinafter referred to as "GE"), and THE GENERAL HOSPITAL CORPORATION, doing business as Massachusetts General Hospital, Fruit Street, Boston, Massachusetts 02114 (hereinafter referred to as "GENERAL").

WHEREAS, GE desires GENERAL to perform research and evaluation herein described in the area of clinical evaluation of digital mammography and GE has agreed to participate with GENERAL in such research and evaluation upon the terms provided.

NOW THEREFORE, the parties hereto agree as follows:

1. Performance of the Study

1.1 The research project described the proposal entitled "Synopsis of work to establish clinical parameters and initial patient imaging with the General Electric Digital Flat Panel Imager" attached as Appendix A ("Study") shall be performed by Daniel B. Kopans, M.D. (the "Principal Investigator") and other GENERAL personnel working under the direction of the Principal Investigator ("Investigators"). Principal Investigator shall provide to GE reports disclosing the results of the research periodically throughout the Study and at the conclusion of the Study as described in Appendix A. Subject to paragraph 7(b), GE shall have the right to use such results (including, but only to the extent that subjects' consents have been obtained, the subjects' names, any identifying information, and any audiotapes, photographs, or other likenesses) to the extent such use does not infringe any GENERAL patent not expressly licensed to GE herein. GE shall have access to the digital images generated by GENERAL in the performance of the Study at GENERAL. GENERAL agrees not to provide said digital images to any third party without GE's prior approval, except that General may provide digital images to the University of Chicago and the University of North Carolina (two members of the National Digital Mammography Development Group), provided that each institution first agrees that it will not provide said digital images to any third party. GENERAL shall be free to publish and present prints of such images subject only to the provisions of paragraphs 4 and 10, and General may further disseminate said prints with GE's prior approval which approval shall not be unreasonably withheld, provided GENERAL maintains a log indicating to whom prints were sent by GENERAL.

1.2 The Study will be conducted with the prior approval and ongoing review of all appropriate and necessary review authorities and in accordance with all applicable federal, state and local laws and regulations.

2. Study System

2.1 GE agrees to provide, install and maintain, without cost to GENERAL, a Digital Mammography System and antenna (the "Study System") for the term of the Agreement and any mutually acceptable extensions thereto. The Study System shall be installed at GENERAL no later than April 30, 1996. The Study System shall be located in a secure area at GENERAL and access to it shall be limited to GENERAL staff members, personnel, and employees who are subject to the confidentiality obligations of the Confidentiality and Non-Use Agreement referred to in paragraph 3.1 and patients who are participating in the Study. The Study System shall either be returned to GE, at GE's cost, upon the expiration or earlier termination of this Agreement in accordance with Article 11 below or upon GENERAL's request, or shall be purchased by GENERAL under mutually acceptable terms, or shall be retained by GENERAL at no cost if mutually agreed.

3. Confidentiality

3.1 It is anticipated that in the performance of the Study, the GENERAL will be provided with or given access by GE to certain information which GE considers proprietary and that GE may be provided with or given access by GENERAL to certain information which GENERAL considers proprietary. The rights and obligations of the parties with respect to such Confidential Information will be governed by the terms of the Confidentiality and Non-Use Agreement dated April 1, 1996, appended hereto as Appendix B and incorporated herein by reference.

4. Publication

4.1 The Principal Investigator shall have the right to present or publish the results of the research done at GENERAL and shall provide an early draft of any such presentation or manuscript or abstract for review by GE prior to its first presentation or submission for publication, at least thirty (30) days in advance in the case of a presentation or manuscript, and at least seven (7) days in advance in the case of an abstract (said abstracts to be sent to GE by facsimile in accordance with paragraph 12). At the end of such thirty or seven days, as the case may be, the Principal Investigator shall have the right, in his/her discretion, to make such presentation or to submit such manuscript for publication provided, however, that upon notice by GE that GE reasonably believes a patent application claiming an Invention (as defined in Article 5.2) should be filed prior to such publication, such publication shall be delayed for an additional sixty (60) days or until any patent application or applications have been filed, whichever shall first occur. In no event shall the submission of such publication of results be delayed for more than ninety (90) days for manuscripts and for more than sixty-seven (67) days for abstracts from the date such proposed publication was received by GE; at the end of said ninety (90) or sixty-seven (67) days, the Principal Investigator shall be free to publish such results as proposed.

5. Inventions

5.1 GENERAL agrees that, except as provided in Articles 5.2, 6 and 7, the results of all work performed, work product developed and information disclosed to GE under this Agreement shall be available for use by GE without further consideration to the extent such use does not infringe any

patent of GENERAL not licensed hereunder.

5.2 For purposes of this Agreement, "Invention" means any new and useful instrument or device, any new use of an existing GE instrument or device, any new and useful method of manufacturing any such instrument or device, and any patentable software, that is first reduced to practice by an Investigator in the performance of the Study. In particular, the term "Invention" shall not include any new and useful pharmaceutical agent, drug, or other chemical compound or biological material, or any new and useful use for, or process for making, any pharmaceutical agent, drug, or other chemical compound or biological material. Title to any Invention shall remain with the employer or appointor of the inventor. GENERAL shall promptly advise GE in writing of each Invention disclosed to GENERAL, it being understood that GENERAL shall in no event be expected to disclose such Inventions to GE sooner than thirty (30) days after the execution of this Agreement. GE and GENERAL shall discuss whether a patent application or applications (hereinafter referred to as Patent Rights) pertaining to such Invention should be filed and in which countries. If both parties mutually agree that such Patent Rights should be filed, applications assigned solely to GENERAL shall be filed by GENERAL and applications assigned jointly to GENERAL and GE shall be filed as agreed upon by the parties.

In the event GE is interested in having Patent Rights filed with respect to a particular Invention, GE shall notify GENERAL of such fact in writing as provided in Article 12 within ninety (90) days from the date on which the Invention was disclosed to GE in writing by GENERAL. In the absence of such notice, GENERAL shall be free (but shall have no obligation to GE) to file and prosecute Patent Rights on such Invention at its own expense and to license such Patent Rights to any other party.

All information disclosed to GENERAL's Office of Technology Affairs or to GE pertaining to any Invention shall be maintained in confidence by GENERAL's OTA and GE until such information is or becomes publicly available or until a patent application is filed thereon, whichever shall first occur.

All patent costs pertaining to any Patent Rights filed by mutual agreement of GE and GENERAL, including preparation, filing, prosecution, issuance and maintenance costs, shall be borne by GE.

As to any Patent Rights assigned in whole or in part to GENERAL and filed by mutual agreement of the parties, to the extent not prohibited by the U.S. Government or prevented by the contractual obligations of GENERAL to any other sponsor of research (including any provider of materials) with respect to Inventions made jointly by a person who is not an Investigator but who is a co-inventor of a Patent Right with an Investigator, GE shall have the option for a period of twenty-four (24) months after the filing of such Patent Rights in the U.S. Patent and Trademark Office to obtain a world-wide, royalty-bearing exclusive license, to the extent not precluded by law and subject to the right in GENERAL to use the Invention claimed therein for research and clinical purposes at GENERAL. In the event that GENERAL is prohibited or prevented as aforesaid from granting an exclusive license to any Patent Right hereunder, GENERAL will grant to GE the most exclusive license that it is able to grant to GE. The option is to be exercised by written notice to GENERAL during said period and the negotiation of a license agreement containing license terms standard for

agreements between universities and industry including without limitation clauses providing for payment of reasonable royalties to GENERAL, objective, time-limited due diligence provisions for the development, commercialization and marketing of a product embodying the Invention, and product liability indemnification and insurance requirements which are acceptable to GENERAL's liability insurance carrier. In the absence of such notice by GE and agreement on license terms, GENERAL may grant a license to such Patent Rights to any other party.

All licenses to Patent Rights granted pursuant to this Article 5 for any Invention which was conceived or first reduced to practice in the course of research funded by a U.S. Federal agency are subject to the rights, conditions and limitations imposed by U.S. law.

6. GE Software

6.1 Any software provided by GE to GENERAL under this Agreement shall be the sole property of GE, may be modified only by GE, shall be covered by a software license agreement to be negotiated at the time such software is provided and appended to Appendix C, and shall be royalty free, and made subject only to Articles 1, 3, 5 and 8 and this Article 6.

6.2 GE hereby agree to indemnify, defend and hold harmless GENERAL from and against any and all claims, actions, damages, liabilities, costs and expenses arising in any way out of any claim that any software provided by GE to GENERAL under this Agreement infringes upon any patent, copyright or trade secret of a third party. GENERAL shall provide reasonable written notice to GE of any such claim, shall cooperate with GE and shall grant GE full opportunity to control the response thereto and the defense or settlement thereof.

6.3 In the event of any inconsistency between the terms of a software license appended hereto in Appendix C and Articles 5 and 8 or this Article 6, the terms of Articles 5 and 8 or this Article 6 shall govern.

7. GENERAL Software and Modifications

(a) In the event Investigators develop software not derived from GE software provided under this Agreement which Investigators believe may be used or useful with the Study System, Investigators may disclose such software to GE under the terms of the Confidentiality and Non-Use Agreement appended hereto as Appendix B. In the event GE is interested in further pursuing such software, said software will be developed jointly under a separate agreement to be negotiated in good faith between GE and GENERAL, which agreement shall provide for reasonable compensation to GENERAL.

(b) In the event Investigators discover a material modification to the Study System (other than an Invention under Article 5), Investigators may disclose such modification to GE under the terms of the Confidentiality and Non-Use Agreement appended hereto as Appendix B. In the event GE is interested in further pursuing such modification, an agreement regarding said modification will be negotiated in good faith between GE and GENERAL, which agreement shall provide for reasonable

compensation to GENERAL.

8. Indemnification

(a) GE shall indemnify, defend and hold harmless GENERAL and its trustees, officers, medical and professional staff, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss, or expense (including reasonable attorney's fees and expenses of litigation) (the "Losses") incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, or demands to the extent the Losses are attributable to any theory of product liability (including, but not limited to, actions in the form of tort, warranty, or strict liability) concerning any product, process or service relating to or developed pursuant to this Agreement which is being or has been commercially distributed by GE or by a GE affiliate, agent, or licensee.

(b) The above indemnity:

(1) Shall apply only if GE has received prompt written notice of any such claim, suit, action, or demand and the relevant Indemnitee(s) have promptly granted to GE, upon GE's request, requisite authority, information and assistance to defend against it.

(2) Shall not apply to claims, suits, actions, or demands where the particular product, process or service made the basis of the complaint was commercially distributed by any Indemnitee (provided that the use of a product, process or service commercially distributed by GE or by a GE affiliate, agent or licensee other than such Indemnitee for the sole purpose of providing medical care on a fee for service basis or otherwise, or for the purpose of performing research under this Agreement, shall not constitute commercial distribution of such product, process or service).

(c) GE's indemnification under (a) shall not be voided by the negligent activities, reckless misconduct, or intentional misconduct of the Indemnitees in the performance of research or clinical studies relating to such product, process or service under this Agreement, but the indemnification shall not apply to any Losses to the extent that such Losses are proximately caused by: (A) the negligent activities, reckless misconduct or intentional misconduct of the Indemnitees; (B) a defect in the protocol prepared by the Indemnitees for a clinical study under this Agreement; or (C) the failure of the Indemnitees to adhere to the terms of the protocol for a clinical study under this Agreement.

(d) GE agrees to utilize attorneys reasonably acceptable to GENERAL to defend against any claims, suits, actions, or demands which are subject to the indemnity contained herein, whether or not such claims, suits, actions, or demands are rightfully brought.

(e) GE also agrees to reimburse GENERAL for its costs of reasonable and necessary care and treatment of any illness or injury to a subject resulting from his or her participation in a clinical study under this Agreement, to the extent that such costs are not covered by the subject's medical or hospital insurance or governmental programs providing such coverage, and to the extent that such

illness or injury is attributable to a malfunction or defect in a GE product used in the study, any modification to a GE product used in the study which has been authorized by GE in writing, or in any GE instruction for the use of such product or modification.

9. Insurance

(a) At such time as any product, process or service relating to or developed pursuant to this Agreement is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by GE or by a GE affiliate, agent, or licensee and for a reasonable time thereafter which shall in no event be shorter than fifteen (15) years, GE shall, at its sole cost and expense, procure and maintain comprehensive general liability insurance in amounts not less than $2,000,000 per incident and $2,000,000 annual aggregate and naming the Indemnitees as additional insureds. Such comprehensive general liability insurance shall provide (i) product liability coverage and (ii) broad form contractual liability coverage for GE's indemnification under Article 8 of this Agreement. If GE elects to self-insure all or parts of the limits described above (including deductibles or retentions which are in excess of $250,000 annual aggregate) such self-insurance program must be reasonably acceptable to GENERAL and the Risk Management Foundation of the Harvard Medical Institutions, Inc. The minimum amounts of insurance coverage required under this Article 9 shall not be construed to create a limit of GE's liability with respect to its indemnification under Article 8 of this Agreement.

(b) GE shall provide GENERAL with written evidence of such insurance upon request of GENERAL. GE shall provide GENERAL with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change in such insurance.

10. Use of Name

Each party agrees that it will not use the name or logo of the other party or of any employee or staff member of the other party in any advertising, promotional material or publicity without the prior written approval of the party or person whose name or logo is to be used.

11. Term and Termination

(a) This agreement shall remain in effect until completion of the Study, which is anticipated to be six (6) months to one (1) year from the Effective Date.

(b) If either party shall fail to faithfully perform any of its obligations under this Agreement, the non-defaulting party may give written notice of the default to the defaulting party. Unless such default is corrected within thirty (30) days after such notice, the notifying party may terminate this Agreement upon written notice.

(c) The obligations of the parties under Articles 3,4,5,6,7,8,9 and 10 shall survive the termination of this Agreement.

12. Notice

Any notices required to be given or which shall be given under this Agreement shall be in writing delivered first-class mail or facsimile, and any drafts of abstracts by GENERAL shall be sent to GE by facsimile in accordance with paragraph 4, addressed to the parties as follows:

To GE: Business Leader, Global Mammography
GE Medical Systems S.A.
283 rue de la Miniere, B.P. 34
78533 Buc Cedex, France
Facsimile: 331-8070-4140

To GENERAL: Vice President for Patents, Licensing and Industry Sponsored Research
Office of Technology Affairs
Massachusetts General Hospital
Thirteenth Street, Building 149, Suite 1101
Charlestown, Massachusetts 02129
Facsimile: 617-726-1668

13. Miscellaneous

(a) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

(b) The terms of this Agreement can be modified only by a writing which is signed by GENERAL and GE.

IN WITNESS WHEREOF, GENERAL and GE have caused this instrument to be executed.

GENERAL ELECTRIC COMPANY

BY: Laura G. King

NAME Laura G. King

TITLE: Business Leader, Global Mammography

DATE: June 25, 1996
Dates to be added to Appendix A

THE GENERAL HOSPITAL CORPORATION

BY: Marcia H. Anderegg

NAME: Marcia H. Anderegg

TITLE: Assistant Director, Office of Technology Affairs

DATE: 6/14/96

I have read Articles 5 and 6 of the foregoing Agreement and agree to comply with the obligations of the Principal Investigator stated therein.

NAME: Daniel Kopans, M.D.

DATE: 6/18/96

APPENDIX A

4/12/96

Synopsis of work to establish clinical parameters and initial patient imaging with the GENERAL ELECTRIC DIGITAL FLAT PANEL IMAGER:

1. For each of the four important issues identified as:
   - -Spectral technique (optimal kVp, mAs, target and filter)
   - -50/100 micron pixel size
   - -grid vs. no-grid
   - -image quality vs dose

We propose to start with phantom characterization, move to a series of cadaver or mastectomy specimens, and then if a clear picture has not emerged, use volunteers to attempt to resolve each basic issue. If human imaging is used, there will be a three-radiologist blinded reading study employing hardcopy and softcopy on a set of 10-15 cases collected to measure that parameter.

As an example for the issue of grid usage:

> Using the ACR phantom or Dr. Niklason's phantoms, the following measurements will be made:
> 1. Measure signal/noise of a simulated mass at multiple thicknesses (2-8 cm) with and without a grid for the digital images using F/S with grid technique.
> 2. Using cadaver or mastectomy breast tissue of various thicknesses, place test calcification clusters and test mass objects at random positions with reimaging at multiple thicknesses as above to objectively determine the detectability, sharpness and quality and quantity of calcifications and the detectability of masses as a function of grid/nogrid, thickness and superposition.
> 3. If not fully resolved, unilaterally image a series of 10-30 human volunteers at a range of compressed thicknesses and present blinded data to 3 radiologists for scoring on sharpness image contrast and detectability; however, if any parameter is obviously superior in these tests, then the next level of testing can be avoided.

Each operational parameter will be approached in this way, although particular attention is needed on certain items such as scheduling grid swap in and swap out.

2. When the system has been optimized and parameters for human imaging have been determined, we will commence a study of approximately 200 biopsy candidates (120 non-palpable localization-based and 80 palpable). These women will be selected in chronological order with standard exclusion criteria and will have a full F/S study and digital study.

Appendix B

EVALUATION OF GENERAL ELECTRIC FULL FIELD DIGITAL MAMMOGRAPHY UNIT MASSACHUSETTS GENERAL HOSPITAL BREAST IMAGING DEPARTMENT

SCHEDULE OF RESULTS REPORTING

Unit to be installed April 19-25, 1996.

Technical studies of the unit to establish clinical parameters: commence April 30
completion August 15

Weekly conference calls 15-30 minutes duration at a mutually agreed upon time.

Monthly on site visits of minimum 3 hours by GEMS personnel.

MGH physicist report of interim findings to be issued bi-weekly.

Radiologist written evaluation of phantom, breast tissue and initial volunteer images to be issued monthly.

CLINICAL EVALUATION

A study of approximately 200 biopsy candidates to commence no later than August 19, 1996.

Clinical protocol to be submitted to GEMS for review by July 1, 1996 and to the MGH Investigational Review Board no later than July 15, 1996.

The DMR film/screen mammography unit located in the room with the FFDM will be utilized for the film/screen images in as many cases as possible of the biopsy study. However to ensure adequate study selection, the study will not be solely limited to this unit.

APPENDIX B
CONFIDENTIALITY AND NON-USE AGREEMENT

This Agreement is made as of April 1, 1996 (hereinafter "Effective Date") between GENERAL ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the State of New York, acting through its Corporate Research and Development component having a mailing address at P.O. Box 8, Schenectady, New York 12301 and through GE Medical Systems, a New York corporation having an address at P.O. Box 414, Milwaukee, Wisconsin, 53210 (hereinafter referred to as "GE") and THE GENERAL HOSPITAL CORPORATION, doing business as Massachusetts General Hospital, Fruit Street, Boston, Massachusetts 02114 (hereinafter referred to as "GENERAL"), including Daniel Kopans, Dorothy McGrath, Richard Moore, Loren Niklason and Maria Hanley ("Investigators").

WHEREAS, GE represents that it controls and has in its possession valuable, proprietary, confidential information relating to digital mammography imaging and data systems ("GE Information");

WHEREAS, Investigators have developed at GENERAL certain valuable, proprietary, confidential information relating to digital mammography imaging and data systems, which is owned or controlled by GENERAL ("GENERAL Information");

WHEREAS, in order for GE, Investigators and GENERAL to carry out the Study under the Research Agreement between GE and GENERAL dated April 1, 1996, or to obtain any required review of said Study, or assuring proper medical treatment of any patient or research subject, and to evaluate their interest in participating in future research relationships, it may be necessary for them to disclose to each other certain of said information;

NOW THEREFORE, GE and GENERAL agree to disclose such information and Investigators, GENERAL and GE agree to receive such information, upon the terms and conditions set forth below:

1. "Disclosing Party" shall mean a party, either GENERAL (through Investigators) or GE, that discloses Confidential Information (as defined in Paragraph 2 below) under this Agreement. "Receiving Party" shall mean a party, either GE, GENERAL or Investigators, that receives Confidential Information under this Agreement.

2. "Confidential Information" shall mean, GE Information or GENERAL Information which is obtained by a Receiving Party from a Disclosing Party. Each party's Confidential Information may include, but is not limited to, design methods, data, processes, formulas, intellectual property, projects, research or development activities, other technical or scientific information or know-how, and in the case of GE, manufacturing techniques, and sales and marketing information, whether written or oral or obtained through visual inspection of objects or facilities. Notwithstanding the foregoing, the following shall not be deemed Confidential Information:

(a) Information which is or becomes known publicly through no fault of the Receiving

Party;

(b) Information which is learned by the Receiving Party from a third party entitled to disclose it;

(c) Information which was already known to the Receiving Party at the time of disclosure as shown by prior written records; or

(d) Information which is developed by the Receiving Party or on behalf of the Receiving Party independently of information obtained from the Disclosing Party.

3. GE, GENERAL and Investigators agree that all Confidential Information communicated by GE to GENERAL, through Investigators, in connection with this Agreement shall be kept confidential by GENERAL and Investigators as provided herein unless specific written release is obtained from GE.

GENERAL agrees to exert reasonable efforts (no less than the protection given its own confidential information) to

(a) maintain such Confidential Information in confidence;

(b) make such Confidential Information available only to those employees and students who require access to it in the performance of this Agreement;

(c) inform them of the confidential nature of such information; and,

(d) ensure that each of its employees, students or contractors which would receive any Confidential Information disclosed by GE will execute, prior to the receipt of any Confidential Information, the Confidentiality and Non-Use Statement set out in Exhibit 1 attached hereto and made a party hereof, and send such executed Statement to GE.

GENERAL shall be deemed to have discharged its obligations hereunder provided GENERAL has exercised the foregoing degree of care and provided further that GENERAL shall immediately, upon discovery of any disclosure not authorized hereunder, notify GE and take reasonable steps to prevent any further disclosure or unauthorized use.

4. Subject to paragraph 3, GE, GENERAL and Investigators agree for a period of three (3) years from the Effective Date:

(a) not to use the Confidential Information disclosed to them hereunder for any purpose other than evaluation of the parties' interest in participating in a future research relationship, to carry out the Study under the Research Agreement between GE and GENERAL dated April 1, 1996, or to obtain any required review of said Study, or assuring proper medical treatment of any patient or research subject, or such other purposes as may otherwise be agreed by the parties in writing.

(b) to maintain the Confidential Information disclosed to them hereunder in confidence and not to disclose any portion of such Confidential Information to any person or entity;

(c) Upon expiration or termination of this Agreement, promptly to return or destroy all copies of Confidential Information disclosed hereunder, upon the request of the Disclosing Party.

5. No right or license, express or implied, is granted to any party in connection with any GENERAL or GE Confidential Information disclosed pursuant to this Agreement.

6. Each party reserves the right, in its sole discretion and without prior notice to any other party, to disclose its own Confidential Information to any third party for any purpose.

7. This Agreement may be terminated by any party at any time by giving thirty (30) days prior written notice to the other parties.

Termination of this Agreement shall not relieve any party of complying with obligations imposed on it by paragraphs 1 through 6 of this Agreement, and shall continue for the applicable period set forth in paragraph 4 above. In the event of termination, the Receiving Party agrees to return, within thirty (30) days from the effectiveness of termination, any and all Confidential Information in its possession and disclosed under this Agreement, and not to retain any copies thereof.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

All disputes between the parties arising out of or in connection with the existence, validity, construction, performance or termination of this Agreement (or any terms there), which the parties are unable to settle amicably shall be finally settled by the competent courts of the Commonwealth of Massachusetts.

9. Unless earlier terminated as aforesaid in paragraph 7 above, this Agreement shall remain in effect for term of the Research Agreement between GE and GENERAL dated April 1, 1996.

10. The foregoing and any exhibits referred to herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and cancel all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements between the parties with respect to, or in connection with, the confidentiality of any of the matters or things to which agreement applies or refers.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate to effective as of the date first written above.

GENERAL ELECTRIC COMPANY

By: _____

Title: Business Leader, Global Interventional Cardiology

Date: 4/23/96

THE GENERAL HOSPITAL CORPORATION

By: _____

Title: Assistant Director, Office of Technology Affairs

Date: 6/14/96

DANIEL KOPANS, M.D.

By: _____

Date: 6/18/96

DOROTHY MCGRATH

By: _____

Date: 6/18/96

RICHARD MOORE

By: _____

Date: 6/18/96

MARIA HANLEY

By: _____

Date: 6.18.96

EN NIKLASON

By: _____

Date: 6/18/96

Exhibit 1
Confidentiality and Non-Use Statement

I have read the attached Confidentiality and Non-Use Agreement between General Electric Company ("GE"), The General Hospital Corporation ("GENERAL"), including Daniel Kopans, Dorothy McGrath, Richard Moore, Loren Niklason and Maria Hanley ("Investigators"), dated April 1, 1996 ("Agreement"), as well as the letter from the Office of Technology Affairs to the Investigators dated April 1, 1996 regarding obligations of confidentiality contained in the Agreement. In order to receive GE's Confidential Information disclosed under the Agreement, I hereby agree to abide by the same obligations as the above-mentioned Investigators under the Agreement.

_____
Signature

_____
Printed Name

_____
Date

Appendix C

GE Medical Systems
General Electric Company

OPERATING AND BASIC SERVICE SOFTWARE LIMITED LICENSE

LICENSE NUMBER _____

EFFECTIVE DATE April 1, 1996

CUSTOMER NAME
Massachusetts General Hospital,
Dr. Daniel Kopans - Annette Maidment

CUSTOMER ADDRESS
Department of Radiology
Boston Massachusetts 02114

CONTINUING REPRESENTATIONS

You are a health care provider whose only professional and business function is to provide health care directly to human beings.

You have full legal right to use the Site and the exclusive right to operate the Equipment within the Site.

You have requested us and we have agreed to grant this License to you based on your above representations which are designed to protect and retain for us the benefit of our substantial investment in the development of the Licensed Software and which are material inducements for our grant of this License.

DEFINITIONS

"Equipment" means the following hardware: _____
Senographe 2000D Full Field Digital Mammography
(System Name, Catalog, and/or Model Number)

Adapted to DMR unit
(Options Description, Serial and/or Identification Number)

It specifically excludes the Operating Package and the InSite Package and all parts of those packages.

"Site" means the following specific geographic location or the specific vehicle and geographic location within which the Equipment and Operating Package will be used by you and any InSite Package might be used by us: _____
Massachusetts General Hospital
Boston, MA

"Operating Documentation" means our operating and basic service documentation, embodying information developed by and/or provided to us for the installation, operation, maintenance, repair, and/or deinstallation of the Equipment, which bear a white cover or label and/or a notice that states substantially the following:

"OPERATING DOCUMENTATION"

"Operating Tools" means our tangible, basic operating and service instruments or instrument combinations developed by and/or provided to us for the installation, maintenance, repair, and/or deinstallation of the Equipment, which either bear or are maintained in a container which bears a white cover or label and/or a notice that states substantially the following:

"OPERATING TOOLS"

"Operating Software" means our following identified proprietary operating Software developed by and/or provided to us for the operation of the Equipment and any optional Software to enhance operation of the Equipment:

Catalog No.	Other No.	Title or Description
Advantage Windows Platform Adapted to Mammography Full Field Digital Applications		

as well as any upgrades or revisions of this material that we provide in fulfillment of a specific written commitment, which bear a white cover or label and/or a notice that states substantially the following:

"OPERATING SOFTWARE
PROPERTY OF GE"

"Basic Service Software" means our following identified proprietary basic service Software developed by and/or provided to us for the installation, maintenance, repair and/or deinstallation of the Equipment:

Catalog No.	Other No.	Title or Description
Advantage Windows software Adapted to Mammography Full Field Digital Applications		

as well as any upgrades or revisions of this material that we provide in fulfillment of a specific written commitment and which bear a white

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white cover or label and/or incorporate or display a notice that states substantially the following:

"BASIC SERVICE SOFTWARE
PROPERTY OF GE"

"Licensed Software" means Operating Software and Basic Service Software.

"Operating Package" means Operating Documentation, Operating Software, Operating Tools and Basic Service Software.

"InSite Package" means Manufacturing Material, Advanced Service Package, Vendor Service Package, and InSite.

"Manufacturing Material" means our proprietary manufacturing, engineering and/or development Software, hardware, firmware, documentation, and tools developed or under development by and/or provided to us for our assembly, configuration and/or possible future service of the Equipment, as well as any upgrades or revisions of this material which bear a red cover or label and/or incorporate or display a notice that states substantially the following:

"MANUFACTURING MATERIAL
PROPERTY OF GE
FOR GE SERVICE PERSONNEL ONLY
NO RIGHTS LICENSED - DO NOT USE OR COPY
DISCLOSURE TO THIRD PARTIES PROHIBITED"

"Software" means a computer program or compilation of data that is fixed in any tangible medium of expression or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device.

"Advanced Service Package" means our proprietary service Software, firmware, documentation, and tangible instruments or instrument combinations developed by and/or provided to us for our installation, maintenance, repair, and/or de-installation of the Equipment, as well as any upgrades or revisions of this material, which bear a yellow cover or label and/or incorporate or display a notice that states substantially the following:

"ADVANCED SERVICE SOFTWARE or DOCUMENTATION or TOOLS
PROPERTY OF GE
FOR GE SERVICE PERSONNEL ONLY
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